

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION**

IN RE:

ALICIA L. CATHEY

NO. 15-11733 JDW

MOTION FOR RELIEF FROM AUTOMATIC STAY

Comes now NCEP, LLC (hereinafter "NCEP"), by and through its counsel of record, Byrd & Wiser, and files this its Motion for Relief from Automatic Stay, pursuant to Section 362 of the Bankruptcy Code, and in support of same would show unto the Court the following, to-wit:

I

The Debtor filed her Chapter 13 Petition on or about May 14, 2015.

II

This Court has jurisdiction pursuant to 28 USC Section 1334. The instant matter is a core proceeding pursuant to 28 USC Section 157(b)(2).

III

That NCEP is the holder of a secured claim as to certain personal property of the Debtor, namely one (1) 2008 Ford Mustang, VIN 1ZVHT84N185183743, all as more fully set forth on Exhibit "A" which is attached hereto and incorporated herein by reference.

IV

That NCEP is owed the principal sum of \$14,565.07, exclusive of accumulating late charges and reasonable attorney's fees necessitated by the filing of the instant Motion.

V

NCEP would show unto the Court that the Debtor filed a Motion to Modify to abandon NCEP's collateral (DK#41), which Motion was granted pursuant to this Court's Order dated June 1, 2016 (DK#42).

VI

NCEP would furthermore show unto the court that the Debtor has failed and refused to maintain insurance on the subject matter vehicle duly naming NCEP as lien holder and loss payee as required by the parties' Retail Instalment Sale Contract.

VII

Adequate cause exists for termination of the Automatic Stay pursuant to Section 362(d) of the Bankruptcy Code as to the Movant, NCEP.

WHEREFORE, premises considered, NCEP would pray that after notice and hearing this Court enter its Order terminating the Automatic Stay of Section 362 of the Bankruptcy Code as to the Movant, NCEP, so as to allow it to pursue its rightful remedies as to its subject matter collateral, and that this Court furthermore enter its Order abandoning the subject matter vehicles as property of the estate, and NCEP furthermore prays that it be awarded its reasonable attorney's fees necessitated by the filing of the instant motion and NCEP prays for such other and further relief as is just and proper in the premises.

Respectfully submitted,

NCEP, LLC, as successor in interest to
Santander Consumer USA Inc.

BY: BYRD & WISER

BY: 

ROBERT ALAN BYRD

CERTIFICATE

I, ROBERT ALAN BYRD, Attorney for NCEP, LLC, by AIS Data Services, LP, successor in interest to Santander Consumer USA Inc., do hereby certify that I have this date transmitted via Electronic Case Filing, as it appears on this date in the court registered e-filers of CM/ECF and/or via U.S. Mail, postage prepaid, a true and correct copy of the above and foregoing Motion for Relief from Automatic Stay to the following:

Robert Gambrell, Attorney for Debtor, at rg@ms-bankruptcy.com

Locke Barkley, Trustee, at sbeasley@barkley13.com

Office of the U.S. Trustee, at USTPRegion05.JA.ECF@usdoj.gov

WITH A COPY MAILED TO:

Alicia L. Cathey, Debtor
6330 Sandbourne East
Olive Branch, MS 38654

This the 21st day of March, 2017.



ROBERT ALAN BYRD

CERTIFICATE OF TITLE

Form 79-001-05-7-1-000

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER MAKE YEAR MODEL BODY TITLE NUMBER
 1ZVHT84N185183743 FORD 2008 MUS CV F079274-01

TITLE DATE DATE OF FIRST SALE FOR USE NEW ONLY NO. CYL NEW / USED TYPE OF VEHICLE OR GVW
 12292008 06 X PASS 000

ODOMETER - TENTHS NOT INCLUDED

013468

ACTUAL MILEAGE

OWNER

CATHEY ALICIA
 6330 EAST SANDBOURN
 OLIVE BRANCH MS 38654

1ST LIENHOLDER (OR OWNER IF NO LIEN)

DRIVE FINANCIAL SERVICES
 P O BOX 560583
 DALLAS TX 75356

DATE:
 MONTH | DAY | YEAR

10/15/2008

DATE:
 MONTH | DAY | YEAR

2ND LIENHOLDER

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF

1ST LIEN _____ BY _____
 (LIENHOLDER) (SIGNATURE AND TITLE)
 THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ BY _____
 (LIENHOLDER) (SIGNATURE AND TITLE)
 THIS _____ DAY OF _____ 20 _____

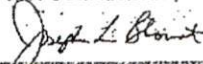
IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 20 DAY OF DECEMBER 20 08

CONTROL NUMBER

1E 477 188

STATE TAX COMMISSION



The Mississippi State Tax Commission hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the terms of security interests as may subsequently be filed with the State Tax Commission. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

VOID IF ALTERED

[illegible]

Form No. 602-TN (2008)

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

5. Applicable Law Federal law and the law of the state of Tennessee apply to this contract.

4. WARRANTIES SELLER DISCLAIMS Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, expressed or implied, on the vehicle, and there will be no implied warranties of merchantability, or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla de este contrato de venta.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

a. You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

b. You may have to pay all you owe at once. If you break your promise (default), we may demand that you pay all you owe on this contract at once. Default means: You do not pay any payment on time. You give false, incomplete, or misleading information on a credit application. You start a proceeding in bankruptcy or one is against you.

c. You may have to pay collection costs. If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as the law allows. You will also pay any collection costs we incur as the law allows.

d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we will store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

e. You can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

f. What we may do about optional insurance, maintenance, service or other contracts. This contract may contain charges for optional insurance, maintenance, service or other contracts. If we demand that you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim a refund of unearned charges to reduce what you owe. Refunds of unearned charges to reduce what you owe.

2. YOUR OTHER PROMISES TO US

a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract. Even if the vehicle is damaged, destroyed, or missing, you agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

b. Security interest. You give us a security interest in: The vehicle and all parts or goods installed in it; All money or goods received (proceeds) for the vehicle; All insurance, maintenance, service or other contracts we finance for you; and All proceeds from insurance, maintenance, service or other contracts or charges from you. This security interest includes any refund of premiums or charges from the contract.

c. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

d. Insurance you must have on the vehicle. You agree to have physical damage (insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we may decide to buy physical damage insurance. We may, if we choose, buy physical damage insurance. If you do not have this insurance, we will not have to pay physical damage insurance. We will tell you which type and the charge you must pay. The charge will be the cost of the insurance and a finance charge at the Annual Percentage Rate shown on the front of this contract. You agree that you will use any insurance settlement to reduce what you owe on the vehicle if the vehicle is lost or damaged, you agree that you will use any insurance settlement to reduce what you owe on the vehicle.

e. Refund from what you owe. contract charges, you agree that we may subtract the refund of insurance, maintenance, service or other charges from what you owe.

1. FINANCE CHARGE AND PAYMENTS

a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.

b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.

c. How late payments or early payments change what you must pay. We based the Finance Charge, Total Payments, and Total Sale Price shown on the front of the assumption that you will make every payment on the day it is due. Your Finance Charge, Total Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.

d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

EXHIBIT "B"
BILL OF SALE AND ASSIGNMENT

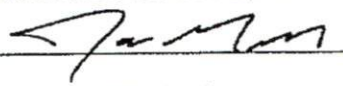
Santander Consumer USA Inc. ("Seller"), for value received and pursuant the terms and conditions of the Financial Assets Sale Agreement, Effective Date of 26 August 2013, with a Closing Date being the same, between Seller and NCEP, LLC (NCEP "Buyer"), its successors and assigns ("Financial Assets Sale Agreement"), hereby assigns effective as of the Closing Date:

(a) all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in the Financial Assets Sale Agreement and Financial Asset Schedule (attached hereto as Exhibit "A") attached hereto and made part hereof for all purposes, and

(b) all principal, interest or other proceeds of any kind with respect to the Financial Assets described on the Financial Asset Schedule, but excluding any payments or other consideration received by Seller on or prior to the Cut-off Date.

Pursuant to the foregoing assignment, the Seller stipulate that Buyer may be substituted for Seller as the valid owner of the Accounts and hereby waives any notice or hearing requirements imposed by Bankruptcy Rule 3001 (c) (2) or otherwise.

SANTANDER CONSUMER USA INC.

By: 

Name: Jason Grubb

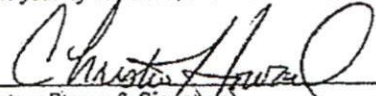
Title: COO

STATE OF TEXAS)

COUNTY OF DALLAS)

Sworn before me this *twenty-sixth* (26th) day of August, the year of our Lord, two thousand & thirteen (2013).




(Notary Stamp & Signature)

My commission expires: 9/20/2017

